

## TERM CONTRACT TC 001

### INSTRUCTIONS AND PROPOSAL FORMS

This package consists of the following Term Contract TC 001 documents:

- (a) TERM CONTRACT RATE SCHEDULE INSTRUCTIONS AND GUIDELINES
- (b) CONSULTANT AFFIDAVIT (Page 1 of 5)
- (c) CONSULTANT TERM CONTRACT RATE SCHEDULE (Page 2 of 5)
- (d) OTHER REQUIRED FORMS (Pages 3 thru 5)
- (e) TERM CONTRACT TC 001 REQUEST FOR PROPOSAL
- (f) STATEMENT OF ASSURANCES FOR REBUILD BY DESIGN TC-001
- (g) CONSULTANT AGREEMENT AND GENERAL CONDITIONS TO THE RBD MEADOWLANDS TERM CONTRACT TC-001

### INSTRUCTIONS

1. Read the entire TERM CONTRACT REQUEST FOR PROPOSAL, including all instructions, terms, conditions and specifications.
2. Submit questions regarding the RFP and associated contract documents to: [Catherine.Douglass@treas.nj.gov](mailto:Catherine.Douglass@treas.nj.gov) by 2:00pm on **DATE** .
3. Complete and return the following before 2:00PM, JULY \_\_\_\_, 2015: One (1) original and Five (5) copies of:
  - (a) CONSULTANT AFFIDAVIT, TC 001 RATE SCHEDULES (Pages 1 and 2)
  - (b) OTHER REQUIRED FORMS (Pages 3 thru 5)
  - (c) TECHNICAL PROPOSAL
4. **The Consultant Affidavit must be signed by a principal of the firm having contracting authority.** Unsigned affidavits will be rejected as non-responsive.
5. Retain for your files:
  - (a) A copy of your firm's TECHNICAL PROPOSAL
  - (b) A copy of your completed CONSULTANT AFFIDAVIT
  - (c) A copy of your completed CONSULTANT TERM CONTRACT RATE SCHEDULES
  - (d) A copy of your all OTHER REQUIRED FORMS
  - (e) TERM CONTRACT TC 001 REQUEST FOR PROPOSAL
  - (f) STATEMENT OF ASSURANCES FOR REBUILD BY DESIGN TC -001
  - (g) CONSULTANT AGREEMENT & GENERAL CONDITIONS TO THE RBD MEADOWLANDS TERM CONTRACT TC-001
  - (h) DPMC NOTICE OF TERM CONTRACT AWARD FOR TC 001 (This will be sent to you upon receipt and acceptance of the Consultant proposal)

**THIS PROPOSAL MUST BE RECEIVED NO LATER THAN 2:00 P.M., JULY \_\_\_\_, 2015 AND WILL BE CONSIDERED UNRESPONSIVE IF RECEIVED LATER THAN THE DATE AND TIME SPECIFIED. IF THE PROPOSAL IS TRANSMITTED VIA OVERNIGHT MAIL, ENCLOSE THE PROPOSAL IN THE CARRIER'S PACKAGING. MAIL TO:**

State of New Jersey  
Department of Treasury  
Attn.: Consultant Selection Group  
Division of Property Management & Construction  
Contracts and Procurement Unit  
33 W. State Street, 9<sup>th</sup> Floor  
P. O. Box 034  
Trenton, New Jersey 08625-0034

## **TC 001 TERM CONTRACT RATE SCHEDULE - INSTRUCTIONS AND GUIDELINES**

### **SERVICES AND PRICES/COSTS**

#### **A. Contract Hourly Rates**

- (a) The DPMC has specified certain Personnel Levels/Labor Categories for contract performance, (see attached Personnel Type/Level Description/Examples sheet). These Personnel Levels are indicated on the Term Contract Rate Schedule for the base years and option years at the end of Section B. The Consultant is to propose hourly rates for each Personnel Level/Labor Category in the Rate Schedules. The hourly rates for each Personnel Level will be used for pricing task orders in each of the respective performance periods.
- (b) The hourly rates proposed by the Consultant and accepted at contract award for each respective performance period, i.e., the base year or option years, are to be fixed for the duration of that period. Hourly rates are to be listed in whole numbers, no cents please.
- (c) In developing the required all inclusive, “loaded” hourly rates for the various Personnel Levels, the Consultant should include all costs required for each personnel type, including, all direct labor costs, overhead costs, fringe benefits, supplies, equipment, communication services, administrative costs, insurance, in-State travel, meals and lodging, professional fees and profit associated with this contract as defined in Section 5.2.4 of the RFP. Price increases will not be granted for any alleged omissions or miscalculations of contract pricing.
- (d) The hourly rates listed by the Consultant and accepted at contract award will be the rates that will be used as the basis for pricing task orders issued under this contract. The base year and each option year period are to be separately priced based on the Term Contract Rate Schedule provided by the Consultant.

#### **B. Additional Instructions**

- (a) Firms are cautioned that any proposal/offer may be rejected as non-responsive if it is materially unbalanced as to prices for the base and/or the optional contract periods. An offer is unbalanced when it is based on prices/rates that are significantly understated for some service levels and prices/rates that are significantly overstated for other service levels.
- (b) Firms must propose prices/rates for all Personnel Levels/Labor Categories in order to be considered for award. Consultants may not use pricing alternatives, which differ from these instructions.
- (c) The Consultant shall maintain Professional Liability Insurance with a \$2,000,000 minimum limit and a \$100,000 maximum deductible for this Term Contract. See Consultant Agreement, Section D, Professional Liability and General Condition to Term Contract TC-001, Section 27 for additional insurance information and requirements.

## **TC-001 PERSONNEL LEVELS with EXAMPLES**

### **LEVEL 7**

**Title:** **Principal, partner or officer of the firm**  
**Duties:** Overall responsibility for the legal, technical and financial obligation of the firm.  
**Qualifications:** Current License in applicable discipline, if required by law.  
**Experience:** N/A

### **LEVEL 6**

**Title:** **Project Executive; Senior Project Manager**  
**Duties:** Under direct leadership of principal, controls project scheduling and management.  
**Qualifications:** Current license in applicable discipline, if required by law.  
**Experience:** N/A

### **LEVEL 5**

**Title:** **Project Manager; Discipline Manager;**  
**Duties:** Under direction of Project Executive, directs day-to-day operations of the project, scheduling deadlines, group work activities, etc.  
**Qualifications:** BA, BS degree or equivalent experience; Current license in applicable discipline, if required by law.  
**Experience:** Minimum 7 years.

### **LEVEL 4**

**Title:** **Senior Engineer; Senior Designer; Senior Hydrologist; Senior Estimator; Permit Coordinator**  
**Duties:** Under supervision of Project Manager, reviews project elements to conform to project requirements, directs designer and others on projects.  
**Qualifications:** BA, BS degree or equivalent experience; Current license in applicable discipline, if required by law.  
**Experience:** Minimum 5 years

### **LEVEL 3**

**Title:** **Discipline Engineer; Designer; Hydrologist; Estimator**  
**Duties:** Under supervision performs basic engineering tasks, analysis or elements of project scope; Takes designed systems and layout data and sketches and translates into usable construction documents.  
**Qualifications:** BA, BS degree or equivalent experience; including appropriate licenses and certifications if required.  
**Experience:** Minimum 3 years

### **LEVEL 2**

**Title:** **Senior Technical Support; Senior CADD Operator/Draftsperson;**  
**Duties:** Oversees of the preparation of site maps, Takes simple systems and layout data and sketches and translates into usable information; Performs drafting as required for construction documents.  
**Qualifications:** High School Graduate, Technical School, or equivalent, with courses in discipline.  
**Experience:** Minimum 3 years direct work experience within discipline.

### **LEVEL 1**

**Title:** **Computer or CADD Draftsperson; Technician; Office Assistant**  
**Duties:** Performs all entry level tasks: Assembles tracings for review, printing; keeps logs of tracings, shop drawings; performs tracing, drafting and other technical tasks; performs various office functions.  
**Qualifications:** High School Graduate, Technical School or equivalent with courses in discipline.  
**Experience:** N/A

**TC - 001  
REBUILD BY DESIGN TERM CONTRACT  
NEW MEADOWLANDS PROJECT**

**Consultant AFFIDAVIT**

**IMPORTANT - PLEASE READ, SIGN AND PROVIDE INFORMATION REQUESTED BELOW**

Affidavit: I, being duly sworn upon my oath, hereby represent and state the foregoing information contained in the Term contract Proposal and any attachments thereto the best of my knowledge are true and complete. I acknowledge that the State of New Jersey (Owner) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner, or its contractors, to notify the Owner in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Owner and that the Owner, at its option, may declare any contract(s) or sub-contract(s) resulting from this certification void and unenforceable.

Signature of the Consultant below attests that the Consultant has read, understands and agrees to all terms, conditions and specifications set forth and referenced in the TC – 001 Term Contract Request for Proposal (RFP) including the Statement of Assurances for Rebuild by Design TC – 001, Consultant Agreement & General Conditions to the Rebuild By Design Term Contract TC-001. Signature of the Consultant signifies that a contract is established immediately upon notice of award by the State of New Jersey for any or all of the items and the length of time indicated in the proposal. Failure to accept a contract award, to hold prices or to meet any other terms or conditions as defined in the Request for Proposal and subsequently the Notice of Award, during the term of the contract, shall constitute a breach of contract and may result in termination, suspension or debarment from further contractual agreements with the Owner.

Signature and Title of Principle or Individual of the firm authorized to sign contractual documents:

Firm Name:

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

ATTESTED: Sworn and subscribed to before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Signature: \_\_\_\_\_  
(Notary Public-Not an Officer of the Firm)

**RETURN THIS COMPLETED DOCUMENT TO DPMC**

**(PAGE 1 OF 5)**

**TC 001 TERM CONTRACT RATE SCHEDULE  
BY PERSONNEL LEVEL**

NAME OF FIRM:

**INSTRUCTIONS**

Provide a LOADED hourly rate (\$ per hour; no cents please) below for all Personnel included in each of the Levels listed. Please refer to the RFP for a description of each of the personnel types by level. Your proposal may be considered unresponsive if you leave blanks.

PERSONNEL TYPE/DISCIPLINE	TERM CONTRACT HOURLY RATES PER CONTRACT PERIOD		
	BASE (3 YEARS)	EXTENSION OPTION – YRS 4/5	EXTENSION OPTION – YR 6
LEVEL 7	\$	\$	\$
LEVEL 6	\$	\$	\$
LEVEL 5	\$	\$	\$
LEVEL 4	\$	\$	\$
LEVEL 3	\$	\$	\$
LEVEL 2	\$	\$	\$
LEVEL1	\$	\$	\$
<b>AVERAGE RATE (ALL LEVELS)</b> Please calculate for Levels 7 -1	\$	\$	\$

Authorized Signature: \_\_\_\_\_

**RETURN THIS COMPLETED DOCUMENT TO DPMC**

**(PAGE 2 OF 5)**

## **MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION**

*Pursuant to Public Law 1995, c.134, a responsible consultant selected, after public bidding, by the Director of the Division of Property Management and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a consultant who would otherwise be awarded a contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the contract or agreement to another consultant who has completed the certification and has submitted a fee proposal within five (5) percent of the most advantageous fee proposal. If the Director finds the consultant to be in violation of the principles which are the subject of this law, he shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the consultant in default and seeking debarment or suspension of the consultant.*

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Signature of Consultant

Dated:

**RETURN THIS COMPLETED DOCUMENT TO DPMC**

**(PAGE 3 OF 5)**

**STATE OF NEW JERSEY**  
**DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PROJECT NUMBER \_\_\_\_\_ BIDDER \_\_\_\_\_

*Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification may render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.*

**PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, C. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box(es) below.

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contract Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**List Additional Activities on Separate Sheet**

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**RETURN THIS COMPLETED DOCUMENT TO DPMC**  
**(PAGE 4 OF 5)**

## Public Law 2005, Chapter 92

Formerly: Executive Order 129

### SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: \_\_\_\_\_

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC), in accordance with the requirements of Public Law 2005, Chapter 92, (N.J.S.A. 52:34-13.2 et seq.), superseding Executive Order 129 (2004)).

The following is a list of every location where services will be performed by the bidder and all subcontractors.

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location(s) by Country</u>
--------------------------------	--------------------------------	---

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced Project Number will be immediately reported by the Bidder to the Contract Compliance Unit in the DPMC, Department of Treasury, State of New Jersey, PO Box 034, Trenton, NJ 08625.

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director, Division of Property Management and Construction, that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause under its contract with DPMC.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce DPMC to accept a bid proposal, with knowledge that the State of New Jersey and DPMC are relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: \_\_\_\_\_  
[Name of Organization or Entity]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**RETURN THIS COMPLETED DOCUMENT TO DPMC  
(PAGE 5 OF 5)**